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AT SEATTLE  
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WESTERN DISTRICT OF WASHINGTON  
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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

SAFECO INSURANCE COMPANY OF  
AMERICA, an insurance company authorized  
to do business in Washington,

Plaintiff,

vs.

DONALD E. SAVARD CO., doing business as  
DESCO, a corporation of the State of  
California, doing business in the State of  
Washington,

Defendant.

No.

CV5 0051 KSM

PLAINTIFFS' COMPLAINT FOR  
DAMAGES



05-CV-00051-CMP

**COMES NOW** the Plaintiff, by and through its attorneys of record Cole, Lether,  
Wathen and Leid, P.C., allege and set forth as follows:

**I. JURISDICTION AND VENUE**

1.1 Plaintiff SAFECO Insurance Company of America ("SAFECO") is an  
insurance company authorized to do business in the State of Washington.

1.2 SAFECO insured the property of Johnathan Bolduan and Loretta Bolduan  
("Bolduans"), located in Everett, Snohomish County, Washington.

1.3 Defendant Donald E. Savard Co., d/b/a DESCO (hereinafter "DESCO"), is  
a corporation organized and existing under the laws of the state of California, operating its  
place of business in San Gabriel, Los Angeles County, California.

COMPLAINT CASE NO.

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1 1.4 Defendant DESCO engages in the design, manufacture and distribution of  
2 flexible water connectors and regularly conducts business in Snohomish County,  
3 Washington.

4 1.5 Jurisdiction is properly before this Court pursuant to the United States  
5 Constitution, Art. III, § 2, and 28 USCA § 1332, in that the allegations contained herein  
6 involve a controversy exceeding \$75,000, exclusive of interest and costs, and is between  
7 citizens of different States.

8 1.6 Venue is properly before this Court because the property that is the subject  
9 of this action is situated within the Western District of Washington and the events giving  
10 rise to the claim occurred in Western District of Washington.

## 11 II. FACTS

12 2.1 Upon information and belief, Defendant DESCO designed, manufactured and  
13 distributed a water supply line marked as "LIL Q-WICK-E USA T12/12" (hereinafter "water  
14 supply line").

15 2.2 In or about 1999, Bolduans purchased the water supply line and had said  
16 product installed as a toilet supply line in their residence at 2201 Rucker Avenue, Everett,  
17 WA 98201 (hereinafter "residence").

18 2.3 On or about July 25, 2002, the water supply line failed allowing water to  
19 escape.

20 2.4 As a result of the water supply line failing, the residence sustained damages  
21 in an amount exceeding \$75,000.00.

22 2.5 SAFECO paid an amount exceeding \$75,000.00 to, or on behalf of, the  
23 Bolduans for the damage caused by the water supply line failing.

## 24 III. CAUSE OF ACTION – PRODUCT LIABILITY / NEGLIGENCE

25 3.1 Defendant had a duty to design and manufacture reasonably safe products.

3.3 Defendant had a duty to provide adequate warning and/or instruction after the water supply line was manufactured, when Defendant learned or should have learned about the danger connected with the product, to insure the product was reasonably safe.

3.4 Defendant breached its duties in designing and manufacturing a faulty water supply line.

3.5 Defendant breached its duties in failing to provide adequate warning and/or instruction with the water supply line making the water supply line defective.

3.6 Defendant breached its duties in failing to provide adequate warning and/or instruction after the water supply line was manufactured, when Defendant knew or should have known about the danger connected with the product, making the water supply line defective.

**3.7 Defendant has negligently designed and manufactured the water supply line.**

3.8 As a result of Defendant's negligence, the Bolduans sustained damages in an amount exceeding \$75,000.00.

3.9 Pursuant to the policy of insurance with SAFECO, policy number OH01372989, SAFECO issued payments to, or on behalf of, the Bolduans for these losses. SAFECO is the equitable and contractual subrogee of the Bolduans' rights to the extent of its payments.

**Wherefore, Plaintiff prays for judgment against Defendant as follows:**


4.1 For judgment against Defendant in an amount to be proven at trial;

#### 4.2 Reasonable attorney fees and taxable costs:

1 4.3 Any and all other such relief as the Court finds just and appropriate.

2 DATED this 10<sup>th</sup> day of Janaury, 2005.

3  
4 COLE, LETHER, WATHEN & LEID, P.C.

5  
6 By:   
7 Rick J. Wathen, WSBA #25539  
8 Timothy M. Sloan, WSBA #34288  
9 Attorneys for Plaintiff  
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